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CONTRACT

February 18, 2005

Prepared for:

Jefferson County

To Provide:

ProVal Interface



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 • Phone (317) 259-0105 • Fax (317) 259-1423 • www.wthengineering.com •

OVERVIEW

Jefferson County (the "Client") is in need of certain mapping or GIS related products and services. WTH Engineering, Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Tax Records Interface

The Company will create a software interface between the Client's parcel data in Think Map and the tax data in ProVal. A 100% match cannot be guaranteed for many reasons (i.e. missing data in ProVal and plat maps, misspellings, etc.).

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

- 1. The client determines that more data should be captured during creation of the parcel layer.
- 2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.
- 3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.

Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Customer Service

The Company will provide the following services as part of an annual service agreement. These services are to be paid for at the beginning of each 12 month period.

Software Upgrades

Any enhancements made to the Think Map system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

UDX (Universal Data Exchange Network) Subscription

This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think Map program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to WTH Engineering's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection.

Phone Support

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

• Off Site Data Backup

The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

Pre-Contract Technical Counsel

The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think Map GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think Map product.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days	ProVal – Tax Records Interface	30 Days*	\$ 3,500
Total GIS Cost			TOTAL	\$ 3,500
Customer Service		Annual Customer Service	30 Days	\$ 0**

^{*} Number of days after the signing of this contract and the delivery of all source materials by the Client. The delivery dates will be reviewed once the contract is signed and may be adjusted if needed.

LIMITATION OF LIABILITY

Neither of the parties to this agreement shall be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this agreement that exceed the total cost of the work outlined in this agreement.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

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^{**}Customer Service is covered under the Client's current maintenance agreement.

SIGNATURE PAGE

	SS WHEREOF, the parties have 2005.	ve executed this Agreement as of this	day of
Compai WTH E	ny: ngineering, Inc.	Client: Jefferson County Indi	ana
Signature:		Signature:	
Name:	Rex Jones	Name:	
Title:	President		
. Date:		Date:	
		Signature:	
		Name:	
		Title:	
		Date:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



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